

# LEGAL NOTICE

**CYNTHIA E. O'CONNOR, LLC**  
Post Office Box 832  
Rising Sun, Maryland 21911  
(410) 658-2564

### TRUSTEES' SALE

Trustees sale of valuable land known as **426 Lakeside Drive** in North East, MD. Under a power of sale contained in a certain Deed of Trust from Dwight J. Cook, Jr. dated July 11, 2006, recorded among the Land Records of Cecil County, Maryland in Book No. 2169, Page 617, default having occurred under the terms thereof, Trustees will sell at public auction at the Circuit Court for Cecil Co., at the Courthouse Door, Elkton, Main Street, on **NOVEMBER 23, 2015 AT 11:09AM.**

ALL THAT fee simple LOT OF GROUND, together with any buildings and improvements thereon situated in Cecil Co., MD and more fully described in the aforesaid Deed of Trust. Property and any improvements sold "as is" and subject to conditions, restrictions, easements, existing building and/or environmental violations/conditions (latent or observable), and agreements/other matters of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: Deposit of \$1,500.00 in cash or certified check required at sale from purchaser unless waived by Trustee. Trustee reserves right to conduct the sale in the manner Trustee desires. Trustee has final decision as to whom they will accept bids. Balance of purchase price with interest on the unpaid purchase money at 5% from sale date to date funds received by Trustees; settlement funds are to be overnighted or wired to Trustees with all costs of such to be paid by Buyer and interest is to continue to run until date funds received by Trustees. Balance of purchase price with interest due payable in immediate funds within 10 days of sale's final ratification by court. Trustees will grant an additional 30 days to settle contingent upon an additional \$5,000.00 non-refundable deposit. No abatement of interest due from purchaser in the event additional funds are tendered before settlement or settlement is delayed for any reason. Property is sold subject to any prior or senior liens, or any other encumbrances not extinguished by operation of law in a foreclosure. Adjustment of property taxes and charges, and all other public charges or assessments made as of the date of sale and thereafter assumed by Purchaser. All other costs incident to settlement, including transfer taxes and recordation fees paid by purchaser. Purchaser responsible for obtaining physical possession of the property, and assumes risk of loss/damage from sale date. Sale is subject to post sale audit of loan status with noteholder incl., not limited to, determination of whether borrowers entered a repayment agreement, reinstated/paid off loan prior to sale. In such event, Purchaser agrees, upon notification, sale is null and void, and Purchaser's sole remedy, at law or equity, is return of deposit without interest. Purchaser waives personal service of papers filed in connection with such motion on himself or principal or corporate designee, and agrees to accept service by regular mail directed to the address provided at sale. If Purchaser defaults under these terms, deposit(s) are forfeited to Trustees and all expenses of sale (incl. attys' fees and full commission on gross sales price) will be charged against and paid from forfeited deposit(s). Trustees may resell property at risk and cost of defaulting purchaser and defaulting purchaser will be liable for any deficiency in purchase price, all costs and expenses of resale, reasonable attorneys' fees, and all other charges due and incidental and consequential damages. In no event shall defaulted purchaser be entitled to any surplus proceeds resulting from resale. If Trustees are unable to convey either insurable or marketable title, or if sale not ratified for any reason, including errors by Trustees, Purchaser's sole remedy, at law or in equity, shall be limited to a refund of the deposit without interest.

Purchaser has not relied upon nor been induced by any statements/representations of any person, including Trustees, secured party, or their legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect of property condition, including environmental condition, unless specifically set forth in the Contract of Sale; and further waives, releases, and indemnifies Released Parties from any and all claims the purchaser or any third party may have now or in the future relating to the condition of the property.

Purchaser to furnish affidavit of identification and capacity required by Maryland Rule 14-305(b).

Cynthia E. O'Connor or Evangelos D. Sidou, Substitute Trustees

Auctioneer:  
J.T. Rhoades, Auctioneer  
(410) 620-1728

CG 11/5 11/12 11/19

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### TRUSTEES' SALE

Trustees sale of valuable land known as **416 Lakeside Drive** in North East, MD. Under a power of sale contained in a certain Deed of Trust from Dwight J. Cook, Jr. dated July 11, 2006, recorded among the Land Records of Cecil County, Maryland in Book No. 2169, Page 628, default having occurred under the terms thereof, Trustees will sell at public auction at the Circuit Court for Cecil Co., at the Courthouse Door, Elkton, Main Street, on **NOVEMBER 23, 2015 AT 11:03AM.**

ALL THAT fee simple LOT OF GROUND, together with any buildings and improvements thereon situated in Cecil Co., MD and more fully described in the aforesaid Deed of Trust. Property and any improvements sold "as is" and subject to conditions, restrictions, easements, existing building and/or environmental violations/conditions (latent or observable), and agreements/other matters of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: Deposit of \$1,500.00 in cash or certified check required at sale from purchaser unless waived by Trustee. Trustee reserves right to conduct the sale in the manner Trustee desires. Trustee has final decision as to whom they will accept bids. Balance of purchase price with interest on the unpaid purchase money at 5% from sale date to date funds received by Trustees; settlement funds are to be overnighted or wired to Trustees with all costs of such to be paid by Buyer and interest is to continue to run until date funds received by Trustees. Balance of purchase price with interest due payable in immediate funds within 10 days of sale's final ratification by court. Trustees will grant an additional 30 days to settle contingent upon an additional \$5,000.00 non-refundable deposit. No abatement of interest due from purchaser in the event additional funds are tendered before settlement or settlement is delayed for any reason. Property is sold subject to any prior or senior liens, or any other encumbrances not extinguished by operation of law in a foreclosure. Adjustment of property taxes and charges, and all other public charges or assessments made as of the date of sale and thereafter assumed by Purchaser. All other costs incident to settlement, including transfer taxes and recordation fees paid by purchaser. Purchaser responsible for obtaining physical possession of the property, and assumes risk of loss/damage from sale date. Sale is subject to post sale audit of loan status with noteholder incl., not limited to, determination of whether borrowers entered a repayment agreement, reinstated/paid off loan prior to sale. In such event, Purchaser agrees, upon notification, sale is null and void, and Purchaser's sole remedy, at law or equity, is return of deposit without interest. Purchaser waives personal service of papers filed in connection with such motion on himself or principal or corporate designee, and agrees to accept service by regular mail directed to the address provided at sale. If Purchaser defaults under these terms, deposit(s) are forfeited to Trustees and all expenses of sale (incl. attys' fees and full commission on gross sales price) will be charged against and paid from forfeited deposit(s). Trustees may resell property at risk and cost of defaulting purchaser and defaulting purchaser will be liable for any deficiency in purchase price, all costs and expenses of resale, reasonable attorneys' fees, and all other charges due and incidental and consequential damages. In no event shall defaulted purchaser be entitled to any surplus proceeds resulting from resale. If Trustees are unable to convey either insurable or marketable title, or if sale not ratified for any reason, including errors by Trustees, Purchaser's sole remedy, at law or in equity, shall be limited to a refund of the deposit without interest.

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J.T. Rhoades, Auctioneer  
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### TRUSTEES' SALE

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ALL THAT fee simple LOT OF GROUND, together with any buildings and improvements thereon situated in Cecil Co., MD and more fully described in the aforesaid Deed of Trust. Property and any improvements sold "as is" and subject to conditions, restrictions, easements, existing building and/or environmental violations/conditions (latent or observable), and agreements/other matters of record affecting the same, if any, and with no warranty of any kind.

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